

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68SBV70253023		PAGE 1 OF 75	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EF-17-Q-0038	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA THOMAS				b. TELEPHONE NUMBER (No Collect Calls) 509-527-7212	
						8. OFFER DUE DATE/LOCAL TIME 10-Feb-2017	
9. ISSUED BY USAED, WALLA WALLA - CONTRACTING DIV. PATRICIA THOMAS 201 N. THIRD AVENUE WALLA WALLA WA 99362-1876 TEL: 509-527-7212 FAX: 509-527-7802		CODE W912EF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: NAICS: 561730 SIZE STANDARD: 7.5 mil			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST ICE HARBOR 2763 MONUMENT DRIVE BURBANK WA 98323-8639 TEL: 509-543-6068 FAX: 509-543-3201		CODE 960502		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 75	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY DAM; WILDLIFE AREA - 46 ACRESWA BOAT RAMP - 4.5 ACRESPASCO SHOP - 1.5 ACRESPUMP PLANT LOCATIONS - 2ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	54	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BROADLEAF FFP WEED CONTROL MCNARY DAM AREA - 7 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	7	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY BEACH - 1 ACRES LEWIS &; CLARK TRAIL - 6 ACRES WAREHOUSE BEACH - 3 ACRES HOOD PARK NATURE AREA - 6 ACRES TOOTHAKER HMU - .5 ACRES YAKIMA DELTA - .5 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	17	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BROADLEAF FFP WEED CONTROL PARA 5.4- AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	15	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	TOTAL WEED FFP CONTROL PARA 5.4 - AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	15	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	BARE GROUND FFP APPLICATION (PRE EMERGENT) SANDSTATION BEACH - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	1	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BROADLEAF WEED CONTROL FFP (TURF GRASS) SPILLWAY PARK - 5 ACRES MCNARY BEACH - 3 ACRES HOOD PARK - 15 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	23	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	BARE GROUND FFP APPLICATION (PRE EMERGENT) ICE HARBOR SOUTH SHORE - 14 ACRES ICE HARBOR NORTH SHORE - 3 ACRES LOWER MONUMENTAL DAM - 2 ACRES LOWER MONUMENTAL JUVENILE FISH FACILITY - 3 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	22	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	BROADLEAF WEED FFP CONTROL (TURF GRASS) LOWER MONUMENTAL JUVENILE FISH FACILITY - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	1	Acre		
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	BARE GROUND FFP APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	11	Acre		
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	BARE GROUND FFP APPLICATION (PRE EMERGENT) FISHHOOK PARK - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	1	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	BROADLEAF FFP WEED CONTROL (TURF GRASS) ICE HARBOR SOUTH SHORE - .5 ACRE CHARBONNEAU PARK - 15 ACRES WINDUST PARK - 5 ACRES FISHHOOK PARK - 10 ACRESLEVEY PARK 4.5 ACRES FOB: Destination MILSTRIP: W68SBV70253023 PURCHASE REQUEST NUMBER: W68SBV70253023	35	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		54	Each		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY DAM; WILDLIFE AREA - 46 ACRESWA BOAT RAMP - 4.5 ACRESPASCO SHOP - 1.5 ACRESPUMP PLANT LOCATIONS - 2ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		7	Acre		
OPTION	BROADLEAF FFP WEED CONTROL MCNARY DAM AREA - 7 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		17	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY BEACH - 1 ACRES LEWIS &; CLARK TRAIL - 6 ACRES WAREHOUSE BEACH - 3 ACRES HOOD PARK NATURE AREA - 6 ACRES TOOTHAKER HMU - .5 ACRES YAKIMA DELTA - .5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		15	Acre		
OPTION	BROADLEAF FFP WEED CONTROL PARA 5.4- AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		15	Acre		
OPTION	TOTAL WEED FFP CONTROL PARA 5.4 - AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) SANDSTATION BEACH - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		23	Acre		
OPTION	BROADLEAF WEED CONTROL FFP (TURF GRASS) SPILLWAY PARK - 5 ACRES MCNARY BEACH - 3 ACRES HOOD PARK - 15 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		22	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) ICE HARBOR SOUTH SHORE - 14 ACRES ICE HARBOR NORTH SHORE - 3 ACRES LOWER MONUMENTAL DAM - 2 ACRES LOWER MONUMENTAL JUVENILE FISH FACILITY - 3 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1	Acre		
OPTION	BROADLEAF WEED FFP CONTROL (TURF GRASS) LOWER MONUMENTAL JUVENILE FISH FACILITY - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		11	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) FISHHOOK PARK - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012		35	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		54	Each		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY DAM; WILDLIFE AREA - 46 ACRESWA BOAT RAMP - 4.5 ACRESPASCO SHOP - 1.5 ACRESPUMP PLANT LOCATIONS - 2ACRES FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		7	Acre		
OPTION	BROADLEAF FFP WEED CONTROL MCNARY DAM AREA - 7 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		17	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY BEACH - 1 ACRES LEWIS &; CLARK TRAIL - 6 ACRES WAREHOUSE BEACH - 3 ACRES HOOD PARK NATURE AREA - 6 ACRES TOOTHAKER HMU - .5 ACRES YAKIMA DELTA - .5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		15	Acre		
OPTION	BROADLEAF FFP WEED CONTROL PARA 5.4- AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		15	Acre		
OPTION	TOTAL WEED FFP CONTROL PARA 5.4 - AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) SANDSTATION BEACH - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		23	Acre		
OPTION	BROADLEAF WEED CONTROL FFP (TURF GRASS) SPILLWAY PARK - 5 ACRES MCNARY BEACH - 3 ACRES HOOD PARK - 15 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		22	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) ICE HARBOR SOUTH SHORE - 14 ACRES ICE HARBOR NORTH SHORE - 3 ACRES LOWER MONUMENTAL DAM - 2 ACRES LOWER MONUMENTAL JUVENILE FISH FACILITY - 3 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		1	Acre		
OPTION	BROADLEAF WEED FFP CONTROL (TURF GRASS) LOWER MONUMENTAL JUVENILE FISH FACILITY - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		11	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) FISHHOOK PARK - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012		35	Acre		
OPTION	BROADLEAF FFP WEED CONTROL (TURF GRASS) ICE HARBOR SOUTH SHORE - .5 ACRE CHARBONNEAU PARK - 15 ACRES WINDUST PARK - 5 ACRES FISHHOOK PARK - 10 ACRESLEVEY PARK 4.5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		54	Each		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY DAM; WILDLIFE AREA - 46 ACRESWA BOAT RAMP - 4.5 ACRESPASCO SHOP - 1.5 ACRESPUMP PLANT LOCATIONS - 2ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		7	Acre		
OPTION	BROADLEAF FFP WEED CONTROL MCNARY DAM AREA - 7 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		17	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY BEACH - 1 ACRES LEWIS &; CLARK TRAIL - 6 ACRES WAREHOUSE BEACH - 3 ACRES HOOD PARK NATURE AREA - 6 ACRES TOOTHAKER HMU - .5 ACRES YAKIMA DELTA - .5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		15	Acre		
OPTION	BROADLEAF FFP WEED CONTROL PARA 5.4- AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		15	Acre		
OPTION	TOTAL WEED FFP CONTROL PARA 5.4 - AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) SANDSTATION BEACH - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		23	Acre		
OPTION	BROADLEAF WEED CONTROL FFP (TURF GRASS) SPILLWAY PARK - 5 ACRES MCNARY BEACH - 3 ACRES HOOD PARK - 15 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		22	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) ICE HARBOR SOUTH SHORE - 14 ACRES ICE HARBOR NORTH SHORE - 3 ACRES LOWER MONUMENTAL DAM - 2 ACRES LOWER MONUMENTAL JUVENILE FISH FACILITY - 3 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		1	Acre		
OPTION	BROADLEAF WEED FFP CONTROL (TURF GRASS) LOWER MONUMENTAL JUVENILE FISH FACILITY - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		11	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) FISHHOOK PARK - 1 ACRE FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		35	Acre		
OPTION	BROADLEAF FFP WEED CONTROL (TURF GRASS) ICE HARBOR SOUTH SHORE - .5 ACRE CHARBONNEAU PARK - 15 ACRES WINDUST PARK - 5 ACRES FISHHOOK PARK - 10 ACRESLEVEY PARK 4.5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		54	Each		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY DAM; WILDLIFE AREA - 46 ACRESWA BOAT RAMP - 4.5 ACRESPASCO SHOP - 1.5 ACRESPUMP PLANT LOCATIONS - 2ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		7	Acre		
OPTION	BROADLEAF FFP WEED CONTROL MCNARY DAM AREA - 7 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		17	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) MCNARY BEACH - 1 ACRES LEWIS &; CLARK TRAIL - 6 ACRES WAREHOUSE BEACH - 3 ACRES HOOD PARK NATURE AREA - 6 ACRES TOOTHAKER HMU - .5 ACRES YAKIMA DELTA - .5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		15	Acre		
OPTION	BROADLEAF FFP WEED CONTROL PARA 5.4- AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		15	Acre		
OPTION	TOTAL WEED FFP CONTROL PARA 5.4 - AREAS TO BE DETERMINED BY COR FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		1	Acre		
OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) SANDSTATION BEACH - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		23	Acre		
OPTION	BROADLEAF WEED CONTROL FFP (TURF GRASS) SPILLWAY PARK - 5 ACRES MCNARY BEACH - 3 ACRES HOOD PARK - 15 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	BARE GROUND FFP APPLICATION (PRE EMERGENT) ICE HARBOR SOUTH SHORE - 14 ACRES ICE HARBOR NORTH SHORE - 3 ACRES LOWER MONUMENTAL DAM - 2 ACRES LOWER MONUMENTAL JUVENILE FISH FACILITY - 3 ACRES FOB: Destination MILSTRIP: W68SBV70253023	22	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	BROADLEAF WEED FFP CONTROL (TURF GRASS) LOWER MONUMENTAL JUVENILE FISH FACILITY - 1 ACRES FOB: Destination MILSTRIP: W68SBV70253023	1	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	BARE GROUND	11	Acre		
OPTION	FFP				
	APPLICATION (PRE EMERGENT) LEVEY PARK - 2 ACRES BIG FLAT				
	HMU - 1 ACRE LOST ISLAND HMU - 1 ACRE WINDUST PARK - 1 ACRE				
	CHARBONNEAU PARK - 3 ACRES HOLLEBEKE HMU - 1 ACRE DEVILS				
	BENCH - 1 ACRE MATHEWS BOAT LAUNCH - 1 ACRE				
	FOB: Destination				
	MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	BARE GROUND	1	Acre		
OPTION	FFP				
	APPLICATION (PRE EMERGENT) FISHHOOK PARK - 1 ACRE				
	FOB: Destination				
	MILSTRIP: W68SBV70253023				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		35	Acre		
OPTION	BROADLEAF FFP WEED CONTROL (TURF GRASS) ICE HARBOR SOUTH SHORE - .5 ACRE CHARBONNEAU PARK - 15 ACRES WINDUST PARK - 5 ACRES FISHHOOK PARK - 10 ACRES LEVEY PARK 4.5 ACRES FOB: Destination MILSTRIP: W68SBV70253023				

NET AMT

INFORMATION TO OFFEROR

Submit quotes **via email** to: patricia.thomas@usace.army.mil

Submit the following in 1 copy:

1. Signed and dated Standard Form 1449 (Solicitation / Contract / Order for Commercial Items) and any Standard Form 30 (Amendments) with your **GRAND total summary**.

2. Completed schedule (pricing information) for all line items listed in the solicitation. FOB destination shipping shall be included in the pricing for each line item number. Incomplete pricing schedules may be rejected.

3. Completed provision 52.212-3, Alt I, "Offeror Representations and Certifications – Commercial Items". If you are registered in SAM, and the information is current, you are not required to fill out the provision, but you must indicate that your SAM record is current.

4. CAGE Code: _____

DUNS number: _____

Tax Identification Number: _____

5. Contact information for the individual submitting the quote, including e-mail address.

Business Name: _____

Address: _____

Phone number: _____

POC E-mail address: _____

6. Any questions about the solicitation **shall be submitted in the form of e-mail only.** In order to be impartial, we are required to share the questions and answers to all potential vendors.

Basis for award:

Award will be made in accordance with FAR 13.106 to the responsible offeror conforming to all solicitation requirements and representing the best valued based on price.

SITE VISIT INFORMATION

Site Visit: A site visit is planned for Wednesday, March 1, 2017 at 0900 at Ice Harbor Natural Resources. Plan to meet at the overlook building prior to 0900.

There will be only one site visit offered. Offerors planning to attend the site visit must e-mail Patricia.thomas@usace.army.mil no later than 10:00 a.m. Monday, February 27th, 2017. Site visit attendees must provide the following information when e-mailing: (1) the name of the company being represented; (2) how many people are in the party; (3) the names of each person in the party. Each individual attending the site visit shall have picture identification on his/her person while visiting the project site. There shall be no substitutions of one individual for another. If an individual arrives for the site visit without having e-mailed or called ahead of time and/or without picture identification, that individual may not be allowed on the project. All vehicles are subject to search. All parties must wear close-toed shoes and full-length pants. Dress accordingly for outdoor

Questions WILL NOT be answered during the site visit. All questions shall be submitted in writing within two (2) days of the site visit via email to patricia.thomas@usace.army.mil

Set-aside status: The solicitation is scheduled to be issued 100% Small Business.

All Attendees Must Be U.S. Citizens with a valid photo I.D. in their Possession the Day of the Site Visit to Enter The Project. (No Exceptions Will Be Made)

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT
FOR THE APPLICATION OF PESTICIDE
TRI-RIVERS NATURAL RESOURCES**

1. COMMENCEMENT, PROSECUTION, AND COMPLETION

1.1 BASE YEAR. This contract shall become effective on March 01, 2017 (or on the date of award, if subsequent thereto) and shall continue in full force and effect to and including September 30, 2017, unless terminated as otherwise provided in the contract.

1.2 OPTION YEARS. This contract is renewable for four (4) additional one-year periods, at the option of the Government, by the Contracting Officer (KO) giving written notice of renewal to the Contractor.

Option year 1 effective March 1, 2018 through September 30, 2018

Option year 2 effective March 1, 2019 through September 30, 2019

Option year 3 effective March 1, 2020 through September 30, 2020

Option year 4 effective March 1, 2021 through September 30, 2021

2. SCOPE OF WORK. The Contractor is to furnish all labor, equipment, chemicals necessary for the application of herbicides to various right-of-way, turf, aquatic and non-crop sites on McNary Lock and Dam lands, Ice Harbor Lock and Dam, and Lower Monumental Lock and Dam, to the extent of TRI-RIVERS NATURAL RESOURCES area of responsibility, in accordance with the following specifications. NOTE: Mixing of pesticides shall be done only in designated location determined by the COR. Pesticides must be stored in a locked exterior cabinet while on Corps of Engineers property.

Utility services (electrical power, water services) required in the performance of the contract can be obtained where available from Government sources within the contract areas or from other sources approved by the COR.

Applicator must be licensed in the State of Oregon and the State of Washington. Applicators must possess the appropriate category for which they are applying. This contract requires licensed applicators with endorsements in Aquatic, Right of way, Industrial, Ornamental and Turf, and Regulatory Weed. Reciprocity between Oregon and Washington may be available on a case by case basis to be determined by State agencies. Contractor must show proof of licensing prior to award of contract.

All applications of pesticides may be applied by boom application, pressure sprayer, 4-wheeled ATV, backpack sprayer, or hand spreader and in accordance with the product label and State, County, and Federal regulations (See Appendix A). Applications will be according to manufacturer labels and rates for maximum effectiveness on the target species. Contractor shall use dye for bare ground application for accurate accountability at the discretion of the COR.

Contractor must prevent spillage and inadvertent or over spraying of target areas. Contractors spraying will not interfere with the normal operation of Government activities.

The contractor is required to provide the COR with a current product label and Safety Data Sheet (SDS) for all chemicals being used, including surfactants, stickers, and spray indicators. In addition, the contractor must have this information available at all times while working under this contract.

Contractor will be responsible for all damages to non-target plants and areas. Contractor will be required to replace or repair damaged plants and structures with equivalent items.

Contractor will be required to complete an approved Pesticide Application Record in accordance with the Walla Walla District Pest Management Program. Completed forms will be given to the COR. Digital form of record may be accepted no later than 3 business days after application, and, or hard copy placed in a designated location upon completion of a day's application.

3. PRE-WORK CONFERENCE. Prior to beginning work under this contract, the Contractor must attend a pre-work conference at a time, date, and location established by the government. The purpose of this meeting is to review the requirements of this contract and furnish points of emergency communication. A prework meeting will be required prior to the start of each option year of the contract thereafter. The purpose of the prework meeting is to discuss and assure the Contractor's understanding of the contract requirements, safety, quality control program and environmental protection.

4. PESTICIDE APPLICATIONS

4.1 BARE GROUND APPLICATIONS (Pre-Emergent). To be sprayed no later than March 30th. The contractor must submit a product label to get permission to use any Pesticide from the COR or their representative. Applications will be made using high-pressure system and boom applicator or backpack spray equipment, or spreader. Contractor shall at the discretion of the COR, use dye for bare ground application for accurate accountability. Asphalt road shoulders will be maintained at 5 foot from edge of road where necessary and gravel roads will be maintained at 10 foot wide. See attached maps.

4.1.1 McNary Lock and Dam (Lake Wallula) (Approx. 72 acres)

LOCATION	ACRES	STATE	CLIN
McNary Dam & Wildlife	46	Oregon	0001
WA Boat Ramp	4.5	Washington	0001
Pasco Shop	1.5	Washington	0001
Pump Plant Locations	2	Washington	0001
McNary Beach	1	Oregon	0003
Lewis & Clark Trail	6	Oregon	0003
Warehouse Beach	3	Oregon	0003
Hood Park Nature Area	6	Washington	0003
Toothaker HMU	.5	Washington	0003
Yakima Delta HMU	.5	Washington	0003
Sandstaion Beach	1	Oregon	0006

4.1.2 Ice Harbor Pool (Lake Sacajawea) (Approx. 27 Acres)

LOCATION	ACRES	CLIN
Ice Harbor South Shore	14	0008
Ice Harbor North Shore	3	0008
Levey Park	2	0010
Big Flat HMU	1	0010
Lost Island HMU	1	0010
Windust Park	1	0010
Charbonneau Park	3	0010
Hollebeke HMU	1	0010
Fishhook Park	1	0011

4.1.3 Lower Monumental Pool (Lake Herbert G. West) (approx. 7 acres)

LOCATION	ACRES	CLIN
Lower Monumental Dam	2	0008
Lower Monumental Juvenile Fish facility	3	0008
Devils Bench	1	0010
Mathews	1	0010

4.2 BROADLEAF WEED CONTROL (Turf Grass). The contractor must submit a product label to get permission to use any Pesticide from the COR or their representative. Applications will be made using high-pressure system and boom applicator or backpack spray equipment. Spraying of lawns for control of broadleaf weeds including but not limited to; Canada thistle, Russian thistle, kochia, mustard, diffuse knapweed, spikeweed, puncture vine and other broadleaf weeds. Spraying will take place as needed throughout the season from February through September. Applications of broadleaf weed control (Turf Grass) may be done in the following area only. See attached maps.

4.2.1 McNary Lock and Dam (Lake Wallula)-(30 acres)

LOCATION	ACRES	CLIN
McNary Lock and Dam area	7	0002
Spillway Park	5	0007
McNary Beach	3	0007
Hood Park	15	0007

4.2.2 Ice Harbor Dam (Lake Sacajawea)-(35 acres)

LOCATION	ACRES	CLIN
Ice Harbor South Shore	.5	0012
Levey Park	4.5	0012
Windust Park	5	0012
Charbonneau Park	15	0012
Fishhook Park	10	0012

4.2.3 Lower Monumental Dam (Lake Herbert G. West)-(1 acre)

LOCATION	ACRES	CLIN
Lower Monumental Juvenile Fish facility	1	0009

4.3 BROADLEAF WEED CONTROL (15 acres). The contractor must submit a product label to get permission to use any pesticide from the COR or their representative (See appendix A for the approved chemical list). The COR will designate areas to be treated on McNary Pool natural resource areas using high-pressure system and boom applicator or backpack spray equipment. Spray road edges, lawns, parking areas, trails, and fields for control of broadleaf weeds including; Canada thistle, Russian thistle, kochia, mustard, diffuse knapweed, spikeweed, puncture vine and other broadleaf weeds. Spraying will take place as needed throughout the season from March through September.

4.4 TOTAL KILL WEED CONTROL (15 acres). The contractor must submit a product label to get permission to use any pesticide from the COR or their representative (See appendix A for the approved chemical list). The COR will designate areas to be treated on McNary Pool natural resource areas using high-pressure system and boom applicator or backpack spray equipment. Spray road edges, lawns, parking areas, trails, and fields for control of weeds including; Canada thistle, Russian thistle, kochia, mustard, diffuse knapweed, spikeweed, puncture vine, yellow flag iris, reed canary grass and other weeds. Spraying will take place as needed throughout the season from March through September.

5. REQUIRED REPORTS. The Contractor is required to generate, complete and submit reports to the Government. The following is a list of reports, information to be furnished on each report and a time or frequency requirement for each report. Individual report deadlines for periodic reports will be negotiated with the Contractor prior to award.

5.1 Incident/Accident Report: An accident constitutes an incident or act involving the Contractor, which may or may not have caused obvious damage to persons or property. This includes injuries to Contractor employees, members of the public, or damage to Government or personal property. The Contractor shall notify the COR by telephone within 30 minutes of any incident or accident, followed by a written report. These reports shall include, but are not limited to, location, nature of the injury or accident, authorities notified and the action taken along with any other pertinent information such as who was injured and how it may have happened. These reports shall be accompanied by sketches, graphs, drawings, and photographs, as needed, and forwarded to the COR within 1 working day following the injury or accident.

5.2 Property Inventory: The Contractor must maintain an accurate account of Government furnished property for safety and security of the facilities for which they will be working.

5.3 Report of Loss or Damage: In all instances where Government property and/or equipment is not located or is otherwise found to be damaged, the Contractor must submit a written report of the damages and circumstances to the COR within 24 hours.

5.4 CONTRACTOR Quality Control Report: Completed by Contractor Quality Control personnel. This report details Contractor surveillance of work, records performance achieved, deficiencies observed and corrective action taken. This report must be submitted daily, by electronic methods using PDF format, for the previous day.

5.5 Safety Meeting Minutes: Lists topics and issues discussed at weekly safety meetings and the names of employees in attendance by date per week. This report must be submitted monthly.

5.6 Employee Exposure Hours: A total of personnel-hours worked by Contractor employees during the month. This report must be submitted monthly.

5.7 Pesticide Application Reports: The Contractor shall complete an NPW Form 178 (Pesticide Application Record) or equivalent at the completion of daily spraying activities. Each application record shall have date and time of application, names of the herbicide and surfactants applied (EPA reg. #, Trade Name, Company), application rates, weather conditions (temperature, wind direction and speed), quantity of herbicide concentrate applied, applicator information (include applicator license #), application equipment listing (backpack, boom sprayer),

number of acres treated, and location of application. This report is to be submitted within 48 hours, by electronic methods, using PDF format. An annual summary of all pesticides used shall also be submitted to the COR no later than December 1 of each year, utilizing GIS data point analysis through Environmental Sensitivities Research Institute (ESRI) shapefile or geodatabase files. This report shall then be copied to a Compact Data Disk (CD). Two copies of this report shall be submitted to the COR.

6. ANTI-TERRORIST/OPERATIONAL SECURITY (AT/OPSEC) Requirements

6.1 AT Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the Requiring Activity (RA) Antiterrorism Officer (ATO) in presentation form which will be documented via memorandum.

6.2 Access and General Protection/Security Policy and Procedures. Contractor and all associated subcontractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

6.3 Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

6.4 Escort. All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

6.5 E-Verify Program. The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Contractor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

7. QUALITY ASSURANCE. This Quality Assurance Surveillance Plan (QASP) which is a separate document, provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored,
- How monitoring will take place,
- Who will conduct the monitoring,
- How monitoring efforts and results will be documented.

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid,

useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

7.1 PERFORMANCE STANDARDS. Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards. The Performance Requirements (PR) Summary Matrix, below and in the QASP includes performance requirements. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the Performance Standard.

Performance Requirement	Specification reference	Acceptable Quality Level	Method of Surveillance
Contractor must follow the applicable safety provisions of EM 385-1-1.	4.0	100% compliance	Periodic Inspection
Contractor is to provide pesticide application services as specified in the contract.	1.0	100% compliance	Periodic Inspection
Contractor must follow all environmental compliance requirements.	1.0 – 2.0	100% compliance	Periodic Inspection
Contractor must follow all regulations in Appendix A from Pest Management Program	11-14	100% compliance	Periodic Inspection

8. SAFETY. The Contractor and their employees shall comply with all pertinent provisions of the most recent version of The Corps of Engineers Manual EM 385-1-1 entitled "Safety and Health Requirements Manual" (a copy is available for prospective bidders information and for successful contractors use).

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_2008Sep_Consolidated_2011Aug.pdf

The Occupational Safety and Health Act: This contract is subject to the provisions and regulations issued by the U.S. Department of Labor under authority of Public Laws 91-54 and 91-596.

Applicable regulations of the U.S. Army Engineer District, Walla Walla, as the storage and handling of materials, equipment, fuels, and supplies will be strictly complied with. All operations will be performed in accordance with accepted safe practices and subject to the inspection and approval of the Natural Resource Manager or their representative and/or the District Safety Engineer.

Contractor will be required to wear all personal protection equipment specified in the product label including goggles, face shield, or safety glasses during all mixing operations, application, and handling of the chemical. Also, rubber gloves will be required while handling the chemical and hard hats will worn during all work on Corps of Engineers property directly related to Dam operations or near heavy equipment operation or construction activities. All operations will be in compliance with State and Federal regulations concerning the use and handling of pesticides in the eastern portions of Washington and Oregon

The Contractor at the discretion of the COR, shall provide Pesticide Application Notice signs and will be responsible for posting and maintaining posted signs according to pesticide labels. These signs measure 4.5" x 5" and provide space where the Contractor will list the commercial or trade-names of the chemical used, date and time of application, location treated and the Contractor business name and telephone number. The Contractor shall post the signs a minimum of 24 hours before applying chemicals in areas of frequent public use. The Contractor will recommend posting locations for approval by the COR or their representative who may require the Contractor to increase or decrease sign numbers or change recommended locations. The Contractor shall supply necessary signposts or other mounting devices and all hardware. Signs will not be fastened to trees. The COR may allow use of

some existing signposts. The Contractor shall remove the signs and post only after contamination hazard to the using public in the area treated has diminished to an acceptable level as determined by label information of the product.

9. SUBMISSION OF INVOICES. Submit invoice to COR who will review and approve and then forward on to USAED Millington finance Center for payment. All invoices must have Contractors name as it appears in SAM; address; contract number; and month of services. Only those work items satisfactorily completed during the month shall appear on the invoice. Payment will not be made for work not performed.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2016
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

252.243-7001 Pricing Of Contract Modifications
 252.247-7023 Transportation of Supplies by Sea

DEC 1991
 APR 2014

CLAUSES INCORPORATED BY FULL TEXT

Invoices – Simplified Acquisition Procedures

The Contractor shall submit invoices as follows:

Original invoices shall be e-mailed to:

Elizabeth.H.Dailey@usace.army.mil

And

Patricia.thomas@usace.army.mil

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[☐] Yes or [☐] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

(a) *Definitions.* As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: ``Guidance for Executive Order 13673, `Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [☐] has, [☐] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [☐] has, [☐] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [☐] has developed and has on file, [☐] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [☐] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL,

Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [☐] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [☐] Certain services as described in FAR 22.1003-4(d)(1). The offeror [☐] does [☐] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [☐] is or [☐] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [☐] does [☐] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [☐] does [☐] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[☐](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[☐](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

_____ .

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

_____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_____ (5) [Reserved]

_____ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

 X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

 X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

 X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ☒ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

99410 - Pest Controller \$21.01

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplemental (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplemental (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	McNary Pool		
Attachment 2	Lower Monumental Pool Maps		

Attachment 3

Ice Harbor Pool Maps

WAGE DETERMINATION

WD 15-2570 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-2570
Daniel W. Simms	Division of	Revision No.: 2
Director	Wage Determinations	Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin, Yakima

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01035 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01460 - Switchboard Operator/Receptionist		12.83
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07
01612 - Word Processor II		16.91
01613 - Word Processor III		18.91
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.71

05010	- Automotive Electrician	18.82
05040	- Automotive Glass Installer	17.82
05070	- Automotive Worker	17.82
05110	- Mobile Equipment Servicer	15.82
05130	- Motor Equipment Metal Mechanic	19.80
05160	- Motor Equipment Metal Worker	17.82
05190	- Motor Vehicle Mechanic	19.80
05220	- Motor Vehicle Mechanic Helper	14.82
05250	- Motor Vehicle Upholstery Worker	16.81
05280	- Motor Vehicle Wrecker	17.82
05310	- Painter, Automotive	18.82
05340	- Radiator Repair Specialist	17.82
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	19.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	17.23
07041	- Cook I	13.97
07042	- Cook II	15.66
07070	- Dishwasher	9.89
07130	- Food Service Worker	10.88
07210	- Meat Cutter	17.51
07260	- Waiter/Waitress	12.54
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	20.54
09040	- Furniture Handler	13.45
09080	- Furniture Refinisher	20.54
09090	- Furniture Refinisher Helper	16.17
09110	- Furniture Repairer, Minor	18.34
09130	- Upholsterer	20.54
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.95
11060	- Elevator Operator	11.95
11090	- Gardener	16.89
11122	- Housekeeping Aide	13.41
11150	- Janitor	16.03
11210	- Laborer, Grounds Maintenance	12.77
11240	- Maid or Houseman	9.88
11260	- Pruner	11.97
11270	- Tractor Operator	15.28
11330	- Trail Maintenance Worker	12.77
11360	- Window Cleaner	18.02
12000	- Health Occupations	
12010	- Ambulance Driver	16.83
12011	- Breath Alcohol Technician	17.22
12012	- Certified Occupational Therapist Assistant	23.78
12015	- Certified Physical Therapist Assistant	24.27
12020	- Dental Assistant	16.96
12025	- Dental Hygienist	43.92
12030	- EKG Technician	26.27
12035	- Electroneurodiagnostic Technologist	26.27
12040	- Emergency Medical Technician	16.83
12071	- Licensed Practical Nurse I	15.49
12072	- Licensed Practical Nurse II	17.33
12073	- Licensed Practical Nurse III	19.33
12100	- Medical Assistant	14.85
12130	- Medical Laboratory Technician	16.01
12160	- Medical Record Clerk	13.99
12190	- Medical Record Technician	15.65
12195	- Medical Transcriptionist	17.58
12210	- Nuclear Medicine Technologist	36.58
12221	- Nursing Assistant I	10.06
12222	- Nursing Assistant II	11.31
12223	- Nursing Assistant III	12.34
12224	- Nursing Assistant IV	13.85
12235	- Optical Dispenser	17.33
12236	- Optical Technician	16.27
12250	- Pharmacy Technician	15.67
12280	- Phlebotomist	13.85
12305	- Radiologic Technologist	26.57
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68

12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22

21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.55
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR Part 541. (See 29 CFR

4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.